

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

IN RE:

SHAWN EVANS MARTIN

CASE NO: 26-12628-PDR

Chapter 7

DEBTOR

OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC.
MOTION FOR RELIEF FROM STAY

COMES NOW, Movant, OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., (hereinafter "Association") its successors and/or assigns, by and through undersigned counsel files this Motion for Relief from Stay and shows the Court:

1. Association is a secured creditor of the above styled Debtor and brings this Motion pursuant to the provisions of Section 362(d) of the Bankruptcy Code.
2. The Debtor, owns certain real property in Broward County, Florida, described as:

Legal: Condominium Unit 10-48, of OMEGA VILLAS II, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7977 at Page 141, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto.

Common 1760 NW 73rd Ave #48, Plantation, Florida 33313
BCPA: 4941 34 CB 0170

3. Debtor is the owner of the above Unit, located in Phase 2 of said condominium association complex pursuant to a Deed. By virtue of the Debtor's ownership of said unit, he is a member of the condominium Association and holds title to said unit subject to all the terms and provisions of the Declaration of OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC. The specific provisions relating to this Motion are attached hereto and incorporated herein by this reference as Exhibit "A". This Association is comprised of buildings which have multiple units under one roof.
4. For approximately two years prior to filing Bankruptcy, Debtor was on the Board of Directors for the Association, which is a Condominium Association, organized pursuant to the provisions of Declaration of Condominium and Section 718, Florida Statutes, for the purpose of administrating the property within the

community known as the Omega Villas, a condominium and is subject to the Department of Business and Professional Regulation (hereinafter DBPR) run by the State.

5. Debtor, as the owner of the unit located at 1760 NW 73rd Ave #48, Plantation, Florida 33313 is obligated to comply with the provisions of the Association's Declaration, By-Laws, Rules and Regulations and other governing documents and the Florida Statutes and requirements set forth by the DBPR and their administrative rules.
6. The Association is forced to comply with the Florida Statute set forth in Section 553.899, entitled "Mandatory structural inspections for condominium and cooperative buildings" require, Condominium Associations, such as the Movant, to engage in structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.
7. Work had to be performed on the common elements and limited common elements but the community did not have sufficient funds to pay for the work as the unit owner delinquencies were very high. As such, the Association did not have sufficient funds to obtain a loan to do the roofs for the buildings. The Association could only afford to patch the leaks in the roofs of many of the buildings, including the Debtor's roof.

8. Eventually, the Association was able to obtain a loan and rendered the first special assessment in this case, against the unit owners to pay back the loan for the certification process. The Association used the loan to start to repair the patched-up roofs.
9. Due to the delay of the Association in starting the process of completing their forty (40) year certification, the City of Plantation started fining each phase of the Association daily for not completing their forty (40) year certification timely. Debtor's unit located in phase 2 of the Association now has fines over (\$300,000.00) Three Hundred Thousand Dollars which is almost three times more than any other phase in the Association.
10. Many roofs were affected but Debtor was one of the few people that sought damages from the Association's insurance company and obtained money from the Association to pay for his alleged interior damages due to the failure to replace the roof timely due to lack of funds.
11. After the roof replacement, the Engineers inspected all of the windows and window frames (for structural integrity) and determined which windows had to be replaced. The Association notified Debtor that his windows had to be replaced. Debtor paid for ½ of the first window and then stopped paying for the rest of the window and refused to pay for the other required window.
12. All structural issues had to be addressed by the Engineer and many of the items that needed replacement were the responsibility of the unit owners pursuant Section XIV of the Declaration which states:

Each unit owner agrees as follows: **To maintain in good condition and repair** his unit and all interior surfaces within his unit, and **the entire interior of his unit** (including, where applicable, a storage room, entry way, porch, patio or room, and any screening thereof, whether same is a portion of a unit or a limited common element of a unit, subject to the provisions of Article XV of this Declaration, ... within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, **windows**, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium)...

13. This section clearly makes the unit owners responsible to maintain in good condition and repair the windows in the unit. Failure to do so, would result in the unit owner having to purchase new windows to be installed during the forty (40) year certification. Debtor refusing to do so and has stopped the certification from proceeding but daily fines have continued against all unit owners in phase 2.

14. In addition, Debtor was on the Board of Directors for the past two years and is fully aware of the Association's situation. Yet he is refusing the Association access to the limited common elements without a Court Order or to take any action to replace his windows despite the language of the Declaration and the Florida Statutes.

15. Article XIV(C)(4) of the Omega Declaration states:

Each unit owner agrees as follows: To allow the Management Firm, the Board or the agents or employees of the Management Firm or **the Association to enter into any unit** for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, **limited common elements or the common elements**, or to determine in case of emergency circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

16. After doing their analysis, the Engineer of Record determined that all of the windows in Debtor's unit had to be replaced. Debtor paid ½ of the purchase price for the upper window of his unit. Thereafter, and to date, Debtor has refused to pay for any other windows that the Engineer advised must be replaced as part of the certification. Debtor has refused to cooperate in any way or allow access to the limited common elements on the building roof or around the building where the utilities need to be fixed for the certification per the Engineer of Record.

17. Debtor forced the Association to file proceedings to gain access to his unit and once they received a Summary Final Order, he appealed. Debtor continuously sends out over 100 emails advising news outlets, government agencies, mortgage companies of unit owners and legislators that he is refusing access to the limited common elements outside his unit, and his formal cease and desist demands. On March 24, 2026, he included his Bankruptcy as a basis for same. A copy of same is attached hereto as Exhibit "B".

18. Debtor sends emails to the same people in his attempt to do everything he can to prevent the Association from completing their milestone inspection; while the city is fining his fellow unit owners DAILY for the Association's failure to timely complete the milestone inspection due to his actions. Debtor has done

everything in his power to prevent the Association from finishing the certification in his phase and allowing his neighbors to be subject to daily fines without an end in sight.

19. The Florida Statutes and Declaration are clear in Section 718.111(5), which provides that “the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to common elements or to a unit or units.”
20. The right of access is irrevocable and numerous excuses for failing to provide access have been rejected by the Department of Business and Professional Regulation’s Condominium Section. *See Costa Bella Assoc., Inc. v. Simmons*, et al, Arb. Case No. 02-4624, Final Order (June 7, 2002) (in light of the irrevocable nature of the right of association access, numerous defenses have been considered and rejected, including: distrust of association personnel, fear that property will be damaged or stolen by persons gaining access, and even the claim that the owner keeps national defense secrets secured in his unit).
21. An impermissible denial of access occurs where a unit owner seeks to place conditions upon the association's access to his or her unit. *Park Lake Towers Condo. Ass'n, Inc. v. Halley*, Arb. Case No. 2003-08-3367, Amended Final Order on Motions for Attorney's Fees (January 28, 2004) (Where the association sought access to the respondent's unit in order to fix a plumbing assembly, and where the respondent directed that the association would only be permitted access upon providing proof of insurance and a valid building permit, the respondent was held to have denied access to the unit.) Unit owners may be required to provide the Association with keys to their units, because the right of access is for the protection of all units within a building and the owner of one unit may not be available to give permission at the time of an emergency. *Costa Bella Ass'n, Inc. v. Scuteri*, Arb. Case No. 02-4624, Final Order (June 7, 2002).

22. In that the Debtor refused to pay for the windows, the Association had to render a second special assessment against the Debtor for the windows.
23. In accordance with the Declaration Section XV, when a unit owner fails to maintain the limited common elements and improvements thereon ... the Board may determine the additional cost of maintaining same ..., and said Board shall have a right to levy an assessment against the owner of said unit for same, which assessment shall have the same force and effect as all other special assessments.... A copy of same is attached hereto and incorporated herein by this reference as Exhibit "C".
24. A special assessment was rendered against the Debtor and while the pre-suit statutory requirements of 718.116 and 718.121 were being met, Debtor filed Bankruptcy to stop the completion of the certification process since the second special assessment was for the completion of the statutory required certification process.
25. As a result of Debtor's filing of the instant bankruptcy case, the Debtor has no personal liability so the Association needs to proceed with the foreclosure action in State Court to gain access to the limited and common elements and complete the windows and utilities etc., and stop the City fines against the unit owners.
26. The issues in this Bankruptcy are about access and not harming the other unit owners in this Association by completing the certification and stopping the City fines as other unit owners are included and affected by this Bankruptcy.
27. Debtor has claimed as exempt the above-referenced property and the schedules do not indicate whether Debtor is surrendering the property. Despite making it clear that he is refusing access and is refusing to pay, Debtor is disputing everything in these proceedings.
28. The post-petition mailing address is c/o Hollander, Goode & Lopez, PLLC, 314 S. Federal Highway, Dania Beach, FL 33004.
29. The Association respectfully requests the Court to allow relief from stay and has contacted the Trustee who does not object to this Motion.

30. Movant respectfully requests the Court to allow relief from stay in order to permit Movant to proceed with the filing of a foreclosure action in State Court and to enter Debtor's property to continue with their certification process for Phase 2 of the Association.

WHEREFORE, Association, OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC. its successors and/or assigns, moves this Court to enter its Order granting relief from stay to the Association, and granting such other relief as to the Court may deem just and proper.

Respectfully Submitted,

Hollander, Goode & Lopez, PLLC
Attorney for Movant
314 S. Federal Highway
Dania Beach, FL 33004
Telephone No. (954) 523-3888
Facsimile No. (954) 920-5522

By: /s/ Rhonda Hollander
RHONDA HOLLANDER, ESQ.
Florida Bar# 0844020

EXHIBIT “A”

XIII.

USE AND OCCUPANCY

The owner of a unit shall occupy and use his unit as a single family private dwelling for himself and the members of his family and his social guests, and for no other purpose. No children under twelve (12) years of age shall be permitted to reside in any of the units in this Condominium except that children may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in toto in any calendar year. The provisions of Article XI.B.6(b) are paramount to the foregoing provisions. The Condominium unit shall not be used for any type of business or commercial purposes.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit or on any property of the Condominium except two (2) small house pets for any one unit. Said pets shall be kept subject to the Rules and Regulations adopted by the Management Firm for the keeping of said pets, and thereafter, the Board. Said pets may not be kept, bred or maintained for any commercial purposes and such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Management Firm or the Board. Pets shall not be permitted upon the demised premises under the Long-Term Lease unless a portion thereof is designated as the area for pets to relieve themselves.

Except as provided in Article XV of this Declaration, the unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units, building(s), nor the limited common elements or the common elements, nor shall they grow any type of plant, shrub, flower, vine or grass outside their unit, whether within a limited common element area or a common element area, nor shall they cause awnings and/or storm shutters, screens, enclosures and the like to be affixed or attached to any units, limited common elements or common elements; nor shall they place any furniture or equipment outside their unit except with the prior written consent of the Management Firm, and thereafter, of the Board, and further, when approved, subject to the Rules and Regulations adopted by the Management Firm or Board. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except where designated by the Management Firm, and thereafter, by the Board.

No person shall use the common elements or a Condominium unit, or a limited common element on the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Management Firm, and thereafter, by the Association.

XIV.

MAINTENANCE AND ALTERATIONS

A. The Board may enter into a contract with any firm, person or corporation or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property(s) and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium property(s) and other type properties, and may delegate to the contractor or manager all the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws or the laws of

the State of Florida to have the approval of the Board or the membership of the Association. The Association through its officers has entered into a Management Agreement which encompasses various provisions of this paragraph. The Board has approved said Management Agreement and directed said Officers to execute same.

B. Except as provided in Article XV of this Declaration, there shall be no alterations or additions to the common elements or limited common elements of this Condominium where the cost thereof is in excess of ten (10%) percent of the annual budget of this Condominium's common expenses, and this Condominium's share of common expenses, excluding rent, as to the recreation facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board and approved by not less than 75% of the total vote of the unit owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any unit owner, unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforesaid - i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board and approved by not less than 75% of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required. The foregoing is subject to the written approval of the Management Firm.

1. There shall be no additions or alterations to the recreation facilities under the Long-Term Lease except as provided for under Article VII of Exhibit No. 2, and the Long-Term Lease and Management Agreement, and as specifically provided hereinafter in this Declaration.

2. Where the approval of unit owners for alterations to the common elements or limited common elements of this Condominium or the recreation facilities is required in this Declaration and Exhibits, the approval of Institutional First Mortgagees whose mortgages encumber Condominium parcels in this Condominium representing not less than seventy percent (70%) of the total unpaid dollar indebtedness as to principal on said parcels at said time shall also be required.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair his unit and all interior surfaces within his unit, and the entire interior of his unit (including, where applicable, a storage room, entry way, porch, patio or room, and any screening thereof, whether same is a portion of a unit or a limited common element of a unit, subject to the provisions of Article XV of this Declaration, it being understood and agreed that certain types of units include within the unit or as a limited common element of the unit: some of the items aforesaid, i.e., different type units include the fixtures and equipment therein, which includes but is not limited to the following, where applicable - air-conditioning and heating unit, including condenser and all appurtenances thereto wherever situated, and hot-water heater, refrigerator, stove, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium) and pay for his electricity and telephone. Water and sewage shall be a part of the common expenses if billed to the Condominium as to all units in the Condominium; however, if individual bills are sent to each unit by the party furnishing such water and sewage service, each unit owner shall pay said bill for his unit individually. The cost of maintaining and replacing carpeting or other flooring within a unit shall be borne by the owner of said unit.

The unit owner shall replace lights within a unit and he shall replace exterior lights affixed to a unit by the same color and bulb wattage as the Board designates. Limited common elements shall be maintained, cared for and preserved as provided in Article XV of this Declaration.

2. Except as provided in Article XV of this Declaration, not to make or cause to be made any structural addition or alteration to his unit or to the limited common elements or common elements. Alterations within a unit may be made with the prior written consent of the Management Firm and the Association, and any First Mortgagee holding a mortgage on his unit.

3. Except as provided in Article XV of this Declaration, to make no alterations, decoration, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building(s), whether within a unit or part of the limited common elements or common elements without the prior written consent of the Management Firm and the Association. Unit owners may use such contractor, sub-contractor or tradesman as are approved by the Management Firm and thereafter, the Association, and said parties shall comply with all Rules and Regulations adopted by the Management Firm and the Board. The unit owner shall be liable for all damages to another unit, limited common elements, common elements or the Condominium property caused by the unit owner's contractor, sub-contractor, tradesman or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow the Management Firm, the Board or the agents or employees of the Management Firm or the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

5. To show no signs, advertisements or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as may be installed by the Developer or as consented to by the Management Firm and the Board. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the Condominium property including common elements, limited common elements, units or vehicles parked upon the Condominium property and the distributing of advertisements or circulars to units within the Condominium.

D. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, or the Management Firm on behalf of the Association and on its own behalf, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Management Firm, and thereafter, the Association shall have the right to levy an assessment against the owner of a unit, and the unit for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Management Firm, and thereafter, the Association shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a unit at all reasonable times to do such work as is deemed necessary by the Management Firm, and thereafter, by the Board to enforce compliance with the provisions hereof.

E. The Management Firm and the Association shall determine the exterior color scheme of the building(s) and all exteriors, and interior color scheme of the common elements, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door,

EXHIBIT “B”

sq.

From: Shawn Martin <sem2000s@gmail.com>
 Sent: Tuesday, March 24, 2026 2:55 PM
 To: Carlos Lopez, Esq.; Shawn Martin; Arbitration CTMH; Rhonda Hollander, Esq.;
 Cc: Melanie.Griffin@myfloridalicense.com; Counsel;
 Matthew.Collier@myfloridalicense.com; OIG; Richard Otway; usafls.citizens@usdoj.gov;
 public.integrity@usdoj.gov; oig.doj@usdoj.gov; inspectorgeneral@eog.myflorida.com;
 crt@usdoj.gov; oag.civilrights@myfloridalegal.com; citizenservices@myfloridalegal.com;
 Press@MyFloridaLegal.com; askus@sa17.state.fl.us; ACAP@Floridabar.org;
 cig@eog.myflorida.com; Tina Polsky; Office of Senator Sharief;
 marie.woodson@myfloridahouse.gov; pizzo.jason@flsenate.gov;
 christine.hunschofsky@myfloridahouse.gov; lisa.dunkley@myfloridahouse.gov;
 daryl.campbell@myfloridahouse.gov; boyd.jim.web@flsenate.gov;
 osgood.rosalind.web@flsenate.gov; District32osgood@flsenate.gov;
 jones.shevrin.web@flsenate.gov; calatayud.alexis.web@flsenate.gov;
 bradley.jennifer.web@flsenate.gov; stewart.linda.web@flsenate.gov;
 rodriguez.anamaria.web@flsenate.gov; tiffany.esposito@myfloridahouse.gov;
 juan.porras@myfloridahouse.gov; jennifer.canady@myfloridahouse.gov;
 joel.rudman@myfloridahouse.gov; carolina.amesty@myfloridahouse.gov;
 daniel.perez@myfloridahouse.gov; wyman.duggan@myfloridahouse.gov;
 chip.lamarca@myfloridahouse.gov; askcityhall@plantation.org; IA@psd.plantation.org;
 WDorr@psd.plantation.org; sao17@sao17.state.fl.us; Connie Fossi; tips@cnn.com;
 viewermail@newshour.org; press.office@theguardian.com; reporters@miamiherald.com;
 msnbctvinfo@nbcuni.com; investigates@cbsnews.com; news.tips@abc.com;
 newstips@cbsnews.com; cnn.tips@cnn.com; newstips@sunsentinel.com;
 consumeralerts@fdic.gov; customer.assistance@occ.treas.gov;
 antitrust.complaints@usdoj.gov; ComplaintsOffice@hud.gov; investorrelations@jpmchase.com;
 reportfraud@wellsfargo.com; jpmmhhelp@jpmorgan.com; miranda.caruso@bofa.com;
 investorrelations@citi.com; fraud_help@usbank.com; media@truist.com;
 media.relations@pnc.com;
 investorrelations@morganstanley.com; fraud_reporting@freddiemac.com;
 investorrelations@rocketcompanies.com; compliance@mrcooper.com;
 compliance@loandepot.com; compliance@freedommortgage.com;
 communications@newrez.com; mediarelations@onitygroup.com; legal@pnmac.com;
 legal@caliberhomeloans.com; compliance@firstam.com; mediarelations@stewart.com;
 corporatelegal@oldrepublictitle.com; customerexperience@wltic.com;
 dianna_higgins@mgic.com; legal@radian.com; compliance@nationalmi.com;
 sfearon@archgroup.com; legal@rushmorelm.com; legal@figure.com;
 popularnet@popular.com; popularnet@bpop.com; pbcondodepositops@popular.com;
 pabloansupport@popular.com; pbcondolockbox@popular.com; info@pogo.org;
 action@aclu.org; press@whistlebloweraid.org; Justin Smulison; info@flcga.org;
 tips@levernews.com; info@floridabulldog.org; tips@theappeal.org;
 grassroots@commoncause.org; tips@publicintegrity.org;
 info@openthegovernment.org; patrick@pk80.com; txhoareform@gmail.com; Government
 Accountability Project; info@thesignalsnetwork.org;
 contact@consumerwatchdog.org; info@bettergov.org; info@freedom.press; Info;
 naomi.seligman@valuesunited.org
 Cc: Patty Sabates; Blaire Lapides; Maude King-Bruce; Maritza Wilhelm; Kcchen.80@gmail.com;
 Elizabeth.palen@hotmail.com
 Subject: Re: Subject: Supplemental Evidence Submission — DBPR Case 2025-06-1476

Subject: Formal Notice to Cease All Construction Activity – Prior Non-Consent, Automatic Bankruptcy Stay & Pending Trial De Novo

To the Board of Directors of Omega Villas Condominium Association:

This letter constitutes formal legal notice and supplements my prior Notice of Non-Consent effective July 11, 2025, which remains in full force and has never been rescinded.

Recent Triggering Event:

On or about March 24, 2026, an electrician arrived at my unit — without any advance notice whatsoever — for the stated or apparent purpose of removing or modifying my electrical panel in connection with the disputed furring strip and window installation project. The electrician did not gain access and left without performing any work. This unannounced attempt is a direct violation of my existing non-consent notice and, as detailed below, may constitute a willful violation of federal law.

Legal Grounds Requiring Immediate Cessation:

1. Notice of Non-Consent – Effective July 11, 2025 My formal Notice of Non-Consent, issued July 11, 2025, expressly withholds all consent to further construction, retrofits, or property alterations on my unit pending resolution of active investigations and legal proceedings. That notice was publicly documented and transmitted to the Board, legal counsel, lenders, and state and federal agencies. The Association's partial compliance — pausing furring strip work following that notice — demonstrates actual knowledge of and acknowledgment of that notice. Resuming any related activity now, including through unannounced contractor visits, is inconsistent with that prior compliance and elevates the Association's exposure significantly.
2. Automatic Stay – 11 U.S.C. § 362 I am currently a debtor in a pending bankruptcy proceeding. The automatic stay prohibits any act to collect, assess, or enforce a pre-petition debt, or to exercise control over property of the bankruptcy estate. Sending an electrician to remove or alter my electrical panel — without notice, in connection with a disputed assessment — may constitute a willful violation of the automatic stay under 11 U.S.C. § 362(k), which exposes the Association to actual damages, costs, attorney's fees, and punitive damages.
3. Pending Trial De Novo – 17th Judicial Circuit A Trial De Novo is currently pending in the 17th Judicial Circuit directly challenging the authority, scope, and financial enforceability of this construction project. Proceeding with any related work while that matter remains unresolved risks irreversible harm to my unit and may be presented to the court as evidence of willful disregard of pending judicial review.

Demand:

You are directed to immediately and completely cease all construction activity affecting my unit, including but not limited to electrical work, panel modifications, wall alterations, or any work tied to the furring strip and window installation project. This suspension must remain in place until:

- The pending Trial De Novo is fully resolved;
- The bankruptcy proceedings are concluded or the relevant court authorizes otherwise; and
- All active regulatory and financial investigations referenced in my [July 11, 2025 Notice of Non-](#)

Consent are completed.

Any further unannounced contractor visits, access attempts, or construction activity following receipt of this notice will be treated as willful conduct and documented for presentation to the bankruptcy court, the 17th Judicial Circuit, and all relevant regulatory agencies.

All rights reserved.

Sincerely,

Shawn Martin

Owner & Whistleblower

Unit 48, Building 10

Omega Villas Condominium Association

EXHIBIT A – Photographic Evidence

March 24, 2026 | Unit 48, Building 10 – Omega Villas Condominium Association

The following photographs document the unannounced appearance of a contractor/electrician on the property of Unit 48 on March 24, 2026, as well as the Notice of Non-Consent posted at the unit, which has been in effect since July 11, 2025.

Photo 1 – Electrician on property, March 24, 2026



EXHIBIT “C”

further provided that the foregoing is subject to the standards set by the Board. Where the construction of an improvement within the patio area and ground area by a unit owner is identical to the construction of the same improvement by the Developer, said improvement shall be deemed to meet the standards set by the Board. A unit owner may plant trees, plants, grass, shrubbery, flowers and vines within the ground area. A unit owner may place furniture in his applicable patio area or ground area. All costs and expenses of maintenance for any structure of any kind or nature, except for the existing roof, contained in the patio area and ground area, including plantings within such areas, shall be borne by the applicable unit owner; and further provided that all interior walls surrounding the patio area and ground area, if any, and the door to the storage room, if applicable, which opens on to the patio area and the storage room itself, if applicable, shall be maintained by the applicable unit owner. The existing overhead roof over the patio area shall be maintained by the Association as a common expense of the Condominium. Should a unit owner not enclose the ground area or plant anything thereon, and therefore leave the original grass in place, such grass covering the ground area shall be maintained by the Association as if same were a common element of the Condominium. Air-conditioning equipment for each Condominium unit's air-conditioning system is located on a concrete pad on the ground abutting the applicable unit and such air-conditioning equipment and concrete pad are limited common elements to the unit they abut and shall be maintained by the applicable unit owner.

Located on the front or front or side of a unit, depending on the type unit, are areas which are limited common elements of the unit such areas abut, as designated and shown on the Survey Exhibit No. 1. Such areas as described in this paragraph shall be maintained by and at the sole cost and expense of the applicable unit owner, including the storage room and door from the storage room to the limited common element area, provided however, that the fence which is installed by the Developer in said area shall be deemed to be a common element of this Condominium and shall be maintained by the Association as part of the common elements.

The applicable provisions of Article XIII of this Declaration, as set forth therein, shall be deemed repeated herein. The unit owner shall maintain the limited common elements and improvements thereon as provided above and should a unit owner fail to maintain same as required by said Board, the Board may determine the additional cost of maintaining same and cause same to be maintained and repaired, where applicable, and said Board shall have a right to levy an assessment against the owner of said unit for same, which assessment shall have the same force and effect as all other special assessments and/or the Board, in its sole discretion, may treat the failure of the unit owner to abide by the Board's determination and instructions as a breach of the provisions of Article VIII of the By-Laws of the Association which are attached to this Declaration as Exhibit No. 2. The provisions of this Article XV are paramount to the provisions of Articles XIII and Article XIV of this Declaration.

The Management Firm, and thereafter, the Board shall assign specific parking spaces to the unit owners in this Condominium. All parking spaces are located within the limited common element parking area shown and designated on Exhibit No. 1; however, such assignment shall not be recorded in the Public Records of Broward County, Florida. Each Condominium unit shall be entitled to one (1) parking space; however, a portion of the parking spaces may be for the use of guest parking as determined by and pursuant to the Rules and Regulations adopted by the Management Firm, and thereafter, the Board. Each parking space is given an identifying number or letter and no parking space bears the same identifying number or letter as any other. However, the number of letter and location of each parking space is not set forth on the Survey Exhibit attached hereto as Exhibit No. 1; however, as hereinbefore provided, all such parking spaces are contained within the parking area which is designated as a limited common element on Exhibit No. 1. The term "unit owner" as used in this paragraph shall mean and include said unit owner.